

TENNESSEE REGULATORY AUTHORITY

Sara Kyle, Chairman
Lynn Greer, Director
Melvin Malone, Director



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REGULATORY AUTH.

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OFFICE OF THE
EXECUTIVE SECRETARY

460 James Robertson Parkway
Nashville, Tennessee 37243-0505

MEMORANDUM

TO: Chairman Sara Kyle
Director Debi Tate
Director Pat Miller
Director Ron Jones

FROM: Eddie Roberson, Chief, Consumer Services Division 
Lynn Questell, Counsel 

DATE: July 11, 2002

SUBJECT: Settlement with Talk.com, Inc. (Docket No. 01-00216)

Attached is a Settlement Agreement between the Consumer Services Division ("CSD" or "Staff") and Talk.com, Inc.¹ ("Talk.com" or the "Company") for alleged violations of the Tennessee Do-Not-Call Telephone Sales Solicitation statute, Tenn. Code Ann. § 65-4-401 *et seq.* and the Changes in Telecommunications Service Provider (i.e., slamming and cramming) statute, Tenn. Code Ann. § 65-4-125. The Authority opened this Docket on March 6, 2001, at the Staff's request, to determine whether sufficient grounds exist to initiate a show cause proceeding against Talk.com for alleged violations of the above statutes. On November 8, 2001, the Authority issued a Show Cause Order against Talk.com. This Settlement Agreement addresses all the alleged violations outlined in the Show Cause Order.

Do-Not-Call Violations

A total of fifty-one (51) consumer complaints were registered with the Authority alleging that Talk.com had violated Tenn. Code Ann. § 65-4-401 *et seq.* The first Do-Not-Call complaint was registered with the Authority against Talk.com on August 21, 2000 and the last complaint was filed on February 21, 2001. Talk.com was not registered with the Authority at the time the first forty-nine (49) complaints were received. Talk.com registered with the Authority's Do-Not-Call Program on October 5, 2000 and has maintained a current registration status to date. No additional Do-Not-Call complaints have been received by the CSD against Talk.com since February 21, 2001.

Slamming Violations

The Authority outlined thirty-four (34) alleged slamming complaints against Talk.com in the Show Cause Order. Talk.com has taken corrective actions to eliminate slamming complaints in Tennessee including, but not limited to, a self-imposed moratorium of the use of promotional checks for marketing purposes and the cessation of using outside vendors to telemarket their telecommunications services. The corrective actions appear to be working. Talk.com has not been found to be in violation of Tenn. Code Ann. § 65-4-125(a) since the issuance of the Show Cause Order

¹ Since this proceeding was initiated, Talk.com, Inc. officially changed its name to Talk America Inc.
Telephone (615) 741-2904, Toll-Free 1-800-342-8359, Facsimile (615) 741-8953

on November 8, 2001. Talk.com has satisfied each consumer who filed a slamming complaint against the Company by issuing refunds or credits on disputed bills.

Cramming Violations

Twenty-nine (29) alleged cramming complaints were described in the Show Cause Order. In each of the complaints, Talk.com has either provided credits or refunds to the consumer in the amounts in dispute. Talk.com has also taken steps in Tennessee to render more accurate and timely billing for their services. Since the Show Cause Order was issued, the Staff has not discovered any additional violations of Tenn. Code Ann. § 65-4-125(b) by Talk.com.

Settlement Terms

This Settlement Agreement requires the following from Talk.com:

- Comply with all applicable state law and their concomitant regulations;
- Abstain from the use of promotional checks for one (1) year from the date the Directors approve the Settlement Agreement;
- Allow CSD to monitor operations and perform, at Company expense, random on-site audits to ensure compliance;
- Provide extensive reporting of all Tennessee complaints received by the Company;
- Notify all of Talk.com's Tennessee subscribers who have lodged a complaint against Talk.com with either the Company or the CSD since March 6, 2001 of their rights under Tenn. Code Ann. § 65-4-401 *et seq.* and Tenn. Code Ann. § 65-4-125 and of the settlement of the show cause proceeding with the TRA; and
- Remit a payment of three hundred and twenty-five thousand dollars (\$325,000) to the TRA over a period of six (6) years. The initial payment of seventy-five thousand dollars (\$75,000) will be made to the TRA no later than 30 days from the date the Directors ratify the Settlement Agreement.

This Settlement Agreement, if approved, will be the largest such settlement in the history of this agency. This Settlement Agreement also contains the most stringent provisions for monitoring a telecommunications services provider ever imposed by this agency for violations of the above mentioned statutes and regulations. In light of the Company's financial status and this agency's statutory responsibility to foster competition, the CSD determined that factors weighed in favor of extensive supervision rather than greater monetary sanctions in order to preserve Talk.com's participation in the emerging competitive market in Tennessee. In addition to the terms of the Settlement, all consumers listed in the Show Cause Order have been either credited or refunded disputed charges. A representative of Talk.com will be in attendance for the July 23, 2002 Conference to answer any questions you may have.

Considering all relevant facts including the Company's size, financial status, good faith response to the Authority's investigation and the gravity of the violations, the Staff believes the terms of this Settlement are fair and reasonable. Staff submits the attached Settlement Agreement for your deliberation at the July 23, 2002 Authority Conference.

cc: Richard Collier, General Counsel
Joe Werner
Chris Klein
Greg Mitchell
Francine McComb, Counsel for Talk.com

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE:

SHOW CAUSE PROCEEDING
AGAINST TALK.COM, INC.

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DOCKET NO.
01-00216

SETTLEMENT AGREEMENT

This Settlement Agreement, which has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and **Talk.com Holding Corp. a/k/a/ Talk.com, Inc.** ("Talk.com" or the "Company"), a Pennsylvania corporation which has changed its corporate name to Talk America Inc., resolves the issues alleged in the *Order Requiring Talk.com to Appear and Show Cause Why a Cease and Desist Order and/or Fine Should Not Be Imposed* (hereinafter "*Show Cause Order*") entered on November 8, 2001. This Settlement Agreement pertains to any causes of action arising up to and including the date of approval of this Settlement which allege that Talk.com violated the slamming or cramming provisions of TENN. CODE ANN. § 65-4-125(a) and (b) or the Tennessee Do-Not-Call Telephone Sales Solicitation law, TENN. CODE ANN. § 65-4-401, *et seq.*, and their concomitant regulations, TENN. COMP. R. & REGS. 1220-4-2-.56, 1220-4-2-.58 and 1220-4-11.07 ("Settled Complaints"). This Settlement Agreement is subject to the approval of the Directors of the TRA. Upon approval by the Directors of the TRA, and upon full payment of the Settlement Amount in accordance with Section 3(f) hereof and compliance with the terms of this Settlement Agreement, this Settlement Agreement shall

be deemed a full settlement, release, accord and satisfaction of all liability for the Settled Complaints.

TENN. CODE ANN. § 65-4-125(a), Tennessee's "slamming" law, prohibits telephone service providers and persons acting on their behalf from designating or changing a subscriber's telecommunications services provider if those designating or changing the service "know[] or reasonably should know that such provider or person does not have the authorization of such subscriber." TENN. COMP. R. & REGS. 1220-4-2-.56 delineates the authorized procedures necessary to lawfully switch telephone service providers.

TENN. CODE ANN. § 65-4-125(b), Tennessee's "cramming" law, prohibits telephone service providers and persons acting on their behalf from billing and collecting from any subscriber to telecommunications services "any charges for services to which the provider or person acting on behalf of the provider . . . [know] or reasonably should know such subscriber has not subscribed, or any amount in excess of that specified in the tariff or contract governing the charges for such services." TENN. COMP. R. & REGS. 1220-4-2-.58 sets forth the billing requirements for charges on consumers' bills.

TENN. CODE ANN. § 65-4-404 and TENN. COMP. R. & REGS. 1220-4-11.07(1) prohibit persons from knowingly making or causing to be made telephone sales solicitation calls to residential subscribers in this state who have given timely and proper notice to the TRA of their objection to receiving telephone solicitations. TENN. CODE ANN § 65-4-405(d) requires that persons or entities desiring to make telephone solicitations to residential subscribers pay an annual registration fee and obtain the Do-Not-Call Register prior to conducting such telephone solicitations.

The CSD commenced its investigation of Talk.com on March 1, 2000, after receiving a complaint regarding a billing dispute with Talk.com. The CSD provided Talk.com with a Notice of the Violation on March 1, 2000.

As the CSD's investigation proceeded, additional consumer complaints alleging violations of the slamming, cramming and Do-Not-Call statutes were filed against Talk.com or its affiliated companies.¹ In each instance, the CSD notified Talk.com of the complaint and requested a response. The CSD met with representatives of Talk.com in February of 2001 to discuss collectively the consumer complaints on file at the TRA.

On March 6, 2001, the Directors voted unanimously to open Docket No. 01-00216 "for the purpose of further investigation and the initiation of show cause proceedings against Talk.com, Inc. for failure to comply with TENN. CODE ANN. §§ 65-4-125, 65-4-404 and TENN. COMP. R. & REGS. 1220-4-2-.56 and 1220-4-11-.07." On October 12, 2001, the TRA issued the *Order Expanding Show Cause Proceeding to Include the Investigation of "Cramming" Complaints Pursuant to Tenn. Code Ann. § 65-4-125(b) Against Talk.com*. On November 8, 2001, the TRA issued the *Order Requiring Talk.com to Appear and Show Cause Why a Cease and Desist Order and/or Fine Should Not Be Imposed* (hereinafter "*Show Cause Order*"), which included one hundred and seven (107) complaints from Tennessee consumers.

TENN. CODE ANN. § 65-4-125(f) authorizes the TRA to impose a civil penalty of "not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000)" for each day of violation upon telecommunications service providers that have

¹ Talk.com is affiliated with or also known as Access One, Access One Communications, Omni-call, The Phone Company, The Other Phone Company, Talk America Inc. and Tel-save. The TRA approved a settlement agreement between the CSD and Access One at a regularly scheduled Authority Conference held on August 15, 2000. Access One merged with an affiliate of Talk.com on August 9, 2000.

violated the slamming and cramming provisions of TENN. CODE ANN. § 65-4-125. TENN. CODE ANN. § 65-4-405(f) authorizes the TRA to assess penalties for violations of the Tennessee Do-Not-Call statutes, including the issuance of a cease and desist order and the imposition of a civil penalty of up to a maximum of two thousand dollars (\$2,000) for each knowing violation.

In negotiating this Settlement Agreement, CSD relied upon the factors stated in TENN. CODE ANN. § 65-4-116(b), including the Company's size, financial status, good faith, and the gravity of the violations. Talk.com's headquarters are located in Reston, Virginia, with offices in New Hope, Pennsylvania, Palm Harbor, Florida, Orlando, Florida, Fort Myers, Florida and Greenville, South Carolina. The company employs approximately eleven hundred persons, with no more than one (1) person working within the state of Tennessee.

Among the factors the CSD considered in reaching this Settlement Agreement is Talk.com's current financial status. Financial filings issued by Talk. America Holdings Inc., the parent company of Talk.com Inc., state that the Talk America Holdings Inc. "incurred net losses of \$224.7 million and \$61.9 million in 2001 and 2000 respectively."² In addition, the parent company has an accumulated deficit of \$425.9 million and negative stockholders' equity of \$74.4 million. Because of trading levels of the parent company's stock and the financial position, the parent's listing on the NASDAQ market is jeopardized.

During the investigation of the complaints, Talk.com registered with the TRA as a telephone solicitor on October 6, 2000. Since Talk.com registered in the Do-Not-Call program, the CSD has received only two (2) complaints alleging that Talk.com violated

TENN. CODE ANN. § 65-4-401, *et seq.* These complaints alleged causes of action that arose in January and February of 2001.

During the investigation of these complaints, Talk.com met with members of the CSD on several occasions. In recent months, Talk.com has made significant efforts to come into compliance with Tennessee law and provide appropriate relief to complainants.

Talk.com voluntarily provided the CSD with copies of its solicitation and verification scripts and ceased the use of scripts the CSD deemed non-compliant with Tennessee law and regulations. Talk.com has paid a total of ninety-one thousand seven hundred and thirty-seven dollars (\$91,737.00) in monetary adjustments and restitution to Tennessee consumers who filed complaints with the TRA, some of whose complaints are included in the *Show Cause Order*. Talk.com has resolved the one hundred and seven (107) complaints specifically cited in the *Show Cause Order*.³ Talk.com has paid a total of twelve thousand five hundred and seventy-two dollars (\$12,572.00) in monetary adjustments and restitution to the sixty-one (61) complainants in the *Show Cause Order* who alleged slamming and cramming violations.⁴ Since the *Show Cause Order* was issued, the CSD has received only one complaint against Talk.com in which the alleged cause of action arose after the November 8, 2001 filing date.⁵ Talk.com has resolved this complaint to the consumer's satisfaction. The allegation involved an

² *Talk America Holdings, Inc. Offering Circular and Consent Solicitation Statement* (February 21, 2002).

³ A review of the consumer files of these complainants indicates that all disputes have been resolved either through payments or by other arrangements. As part of Talk.com's obligation under this Settlement, as set forth in Section 3(e), Talk.com will contact not only every person whose complaint was included in the *Show Cause Order* but every person who has filed a complaint in Tennessee alleging violations of the slamming, cramming and Do Not Call statutes and regulations since March 6, 2001 thereby assuring that all of such complainants receive full and complete resolution of their complaints.

⁴ Individuals alleging violations of the Do-Not-Call law would not have incurred actual damages from said violation.

⁵ This complaint, which was filed on February 26, 2002, alleges violations of Tenn. Code Ann. § 65-4-125(b).

unauthorized switch of telecommunications provider through the use of a promotional check. As is provided below, Talk.com has agreed to cease the use of promotional checks for a period of one (1) year from the date of approval of this Settlement Agreement.

In an effort to resolve all complaints filed against Talk.com since March 1, 2000, CSD and Talk.com agree to settle this matter based upon the following acknowledgements and terms, subject to approval by the Directors of the TRA:

1. Talk.com admits that the one hundred and seven (107) complaints included in the *Show Cause Order* demonstrate that it acted in violation of TENN. CODE ANN. §65-4-125(a) and (b) and TENN. CODE ANN. § 65-4-404 and their concomitant regulations.
2. Since the TRA filed the *Show Cause Order*, Talk.com has made significant efforts to come into compliance with TENN. CODE ANN. § 65-4-125(a) and (b), TENN. CODE ANN. § 65-4-404 and TENN. COMP. R. & REGS. 1220-4-11.07(1). During the investigation Talk.com contacted the CSD and expressed an interest in resolving this matter. Talk.com appears to have resolved the consumer complaints included in the *Show Cause Order*. Talk.com ceased use of solicitation and verification scripts the CSD deemed noncompliant with state regulations. Talk.com registered with the TRA as a telephone solicitor on October 6, 2000 and receives a monthly copy of the Do-Not-Call Register.
3. The CSD will monitor Talk.com's actions in Tennessee. Talk.com and the CSD agree to the following conditions to assist the CSD in its monitoring activities:

a. Talk.com shall cease the use of promotional checks in its solicitation of Tennessee subscribers for a period of one (1) year from the date of the approval of this Settlement Agreement.

b. For a period of twenty-four (24) months following the date of approval of this Settlement Agreement, Talk.com shall submit to the CSD a monthly report setting forth a written summary of all oral and written complaints received by Talk.com's Regulatory, ILEC Complaint and Executive Departments (including, without limitation, complaints received via email, facsimile and telephone) from Tennessee customers alleging billing irregularities or that their telecommunication service provider was switched without authorization. Each written summary shall include the following to the full extent available:

- (1) the name and telephone number of the customer;
- (2) the nature of the complaint;
- (3) the date the complaint arose;
- (4) the name of the sales representative or other Talk.com employee responsible for or involved in the generation of the complaint;
- (5) a description of the action taken by Talk.com to resolve the complaint;
- (6) a description of the action taken by Talk.com with respect to the sales representative or Talk.com employee involved in the complaint (including, where applicable, copies of reprimands and termination letters); and

(7) a summary of the refunds, if any, provided to the customer.

Talk.com shall attach to each report copies of all written complaints raising slamming or cramming issues received by Talk.com from Tennessee customers and all slamming and cramming complaints of Tennessee customers received by Talk.com from any regulatory body or consumer protection agency (such as the Better Business Bureau, Federal Communications Commission, Tennessee Regulatory Authority, or other governmental regulatory body). Such reports shall be treated as confidential to the extent allowable under Tennessee law.

c. For a period of twenty-four (24) months from the date of approval of this Settlement Agreement, Talk.com shall arrange, at its own expense, for two (2) representatives of the CSD to visit the Talk.com office where its telemarketing activities are being conducted for a semi-annual regulatory audit of Talk.com's processes (the "Regulatory Audit"). Such Regulatory Audits shall be conducted no more than twice during any calendar year over a period not to exceed three (3) consecutive days unless as a result of such Regulatory Audit the CSD determines that Talk.com has demonstrated noncompliance with TENN. CODE ANN § 65-4-125, TENN. CODE ANN. § 65-4-401, *et seq.* or their concomitant regulations. In the case of such failure, the CSD shall notify Talk.com in writing within forty-eight (48) hours of completion of the previous Regulatory Audit of an additional Regulatory Audit and an additional Regulatory Audit shall be scheduled at the parties' mutual convenience within the following ninety (90) days. During the Regulatory Audit and additional Regulatory Audit, if any, the CSD representatives may, at their discretion, interview Talk.com customer service and

regulatory representatives, review training and disciplinary measures, and such other matters as may be necessary to monitor Talk.com's solicitation and billing activities in Tennessee. The CSD shall use its best efforts to conduct its Regulatory Audit in a manner that is not disruptive to Talk.com's operations. The CSD acknowledges and agrees to book all travel through Talk.com's preferred travel agency, and to adhere to Talk.com's internal travel policy (attached hereto). Talk.com agrees to pay Talk.com's preferred travel agency directly for all of the travel costs booked through it for the Regulatory Audits. However, Talk.com agrees to reimburse the State of Tennessee for any other reasonable out-of-pocket costs incurred by the Regulatory Audit staff including, but not limited to, the per diem rate as allowed by the State of Tennessee.⁶ The 2002 rate for the Orlando, Florida, area is forty-two (\$42) per day with 75% of the per diem amount being allowed for the date of arrival and the date of departure. Meal and entertainment expenses in excess of the foregoing per diem shall not be reimbursed. CSD agrees to submit to Talk.com a copy of the approved travel reimbursement form being submitted to the State of Tennessee for reimbursement to the Regulatory Audit staff. Talk.com agrees to reimburse the State of Tennessee within thirty (30) days of receipt of such travel claim.

d. For a period of twenty-four (24) months from the date of approval of this Settlement Agreement, upon written request of the CSD, Talk.com shall arrange for random, unannounced monitoring of Talk.com outbound telemarketing into

⁶ These per diem rates are currently based on the U.S. General Services Administration CONUS (Continental United States) rates provided by the federal government.

the state of Tennessee (“Remote Monitoring”). Talk.com and CSD shall work together in good faith to coordinate such Remote Monitoring.

e. Talk.com shall notify, in writing, all of its subscribers in Tennessee who have asserted oral or written complaints to Talk.com or the CSD since March 6, 2001 informing them (1) that the TRA filed the *Order Requiring Talk.com to Appear and Show Cause Why a Cease and Desist Order and/or Fine Should Not Be Imposed* on November 8, 2001 and the proceeding has now been resolved by settlement; and (2) of their rights pertaining to phone solicitations under Tenn. Code Ann. § 65-4-401 *et seq.* and billing under TENN. CODE ANN. § 65-4-125, including the procedures established under Tennessee laws and regulations for obtaining relief if their complaint was not resolved. Talk.com agrees to work with the CSD on the text of the subscriber notification. Within sixty (60) days of approval of the Settlement Agreement, Talk.com will mail or email such notification to those subscribers.

f. Talk.com agrees to pay the TRA three hundred and twenty-five thousand dollars (\$325,000.00) (the “Settlement Payment”) over a period of six (6) years in settlement of all complaints included in this Settlement Agreement. Talk.com shall remit the first payment in the amount of seventy-five thousand dollars (\$75,000) to the Office of the Executive Secretary of the TRA no later than thirty (30) days from the date the Directors of the TRA approve this Settlement Agreement⁷ Thereafter, Talk.com shall pay to the TRA the sum of twenty nine thousand one hundred and sixty-eight dollars (\$29,168) each year for a period of

⁷ The payment may be made in the form of a check, payable to the Tennessee Regulatory Authority, sent to 460 James Robertson Parkway, Nashville, TN 37243, referencing TRA Docket No. 01-00216.

six (6) years in quarterly payments of seven thousand two hundred ninety-two dollars (\$7,292) each, which shall be remitted to the TRA no later than the first business day of the first month in each quarter beginning September 1, 2002, for twenty-four (24) consecutive quarters, ending on March 1, 2008. The final payment of seventy-four thousand nine hundred and ninety-two (\$74,992.00) shall be made on June 1, 2008.⁸ Upon completing of the payments amounting to three hundred and twenty-five thousand dollars (\$325,000.00) and compliance with the other terms and conditions of this Settlement Agreement, Talk.com shall be excused from further proceedings in this matter.

g. In the event that the CSD receives additional complaints and the Directors of the TRA make a finding after an evidentiary hearing that Talk.com has followed a pattern of continued violation of TENN. CODE ANN. § 65-4-125, TENN. CODE ANN. § 65-4-405(f) or TENN. CODE ANN. § 65-4-404 and TENN. COMP. R. & REGS. 1220-4-11.07(1) relating to any causes of action arising after the date of approval of this Settlement, the Directors of the TRA may reevaluate the payment terms set forth in Section 3(f) hereof, and require a reasonable acceleration of any amounts owing as of the date of such reevaluation.

4. In the event that Talk.com merges or consolidates with or transfers its assets to another firm, corporation or entity, Talk.com or its successor shall remain responsible for fully complying with the terms and conditions of the Settlement Agreement. Talk.com shall so notify the CSD no later than ten (10) days prior to the completion of such transaction.

⁸ A schedule showing the dates and amounts of payment is attached hereto.

5. Talk.com agrees to comply with all provisions of the Tennessee cramming and slamming laws, the Do-Not-Call Telephone Sales Solicitation law and their concomitant regulations.
6. Talk.com agrees that a company representative will attend the Authority Conference during which the Directors consider this Settlement Agreement.
7. In the event that Talk.com fails to comply with the terms and conditions of this Settlement Agreement, the Authority reserves the right to re-open this docket. Talk.com shall pay any and all costs incurred in successfully enforcing this Settlement Agreement.

Eddie Roberson

Eddie Roberson
Chief, Consumer Services Division
Tennessee Regulatory Authority

6-3-02

Date

Aloysius T. Lawn IV

Signature

Aloysius T. Lawn, IV

Print Name

*Executive Vice President, General Counsel & Secretary
Talk America Inc.*

Print Title

5/31/02

Date

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with
permission*

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Talk America Tennessee Settlement Payment Schedule

July 2002 - June 2008

Up front payment	7/1/02	\$ 75,000
Quarterly payments		\$ 175,000
Balloon Payment	7/1/08	\$ 75,000
		<u>\$ 325,000</u>
Term of Payments (months)		72

		<u>Jul-02</u>	<u>Sep-02</u>	<u>Dec-02</u>	
2002	One-time Payments	\$75,000			
	Quarterly Payments	*	7,292	7,292	
2003	One-time Payments				<u>Dec-03</u>
	Quarterly Payments	<u>Mar-03</u>	<u>Jun-03</u>	<u>Sep-03</u>	
		7,292	7,292	7,292	7,292
2004	One-time Payments				<u>Dec-04</u>
	Quarterly Payments	<u>Mar-04</u>	<u>Jun-04</u>	<u>Sep-04</u>	
		7,292	7,292	7,292	7,292
2005	One-time Payments				<u>Dec-05</u>
	Quarterly Payments	<u>Mar-05</u>	<u>Jun-05</u>	<u>Sep-05</u>	
		7,292	7,292	7,292	7,292
2006	One-time Payments				<u>Dec-06</u>
	Quarterly Payments	<u>Mar-06</u>	<u>Jun-06</u>	<u>Sep-06</u>	
		7,292	7,292	7,292	7,292
2007	One-time Payments				<u>Dec-07</u>
	Quarterly Payments	<u>Mar-07</u>	<u>Jun-07</u>	<u>Sep-07</u>	
		7,292	7,292	7,292	7,292
2008	One-time Payments	<u>Mar-08</u>	<u>Jun-08</u>		
	Quarterly Payments	7,292	\$74,992	7,292	